Remarks/Arguments

Claims 1-5, 7, 9-12, 14-18, 20 and 22 were pending in the application. Claims 1-5, 7, 9-12, 14-18, 20 and 22 were rejected. No claims were withdrawn. No claims were merely objected to and no claims were allowed. By entry of the foregoing amendment, no claims are cancelled, no claim 1 is amended, and no new claims are added. Claim 1 is amended to correct a typographical error. Support for the claim amendment may be found in the claims as originally filed. No new matter is presented.

Applicant Initiated Telephone Interview Summary

Applicants again thank Examiner Moorthy for taking the time to discuss the outstanding rejections with Applicants' representative on November 18, 2008. Applicants and Examiner Moorthy discussed the outstanding rejections of the claims and the cited prior art references. Examiner Moorthy indicated he would review the Maruyama reference to determine whether Maruyama teaches a license condition that includes operation limiting information that represents an upper limit of sales of the game apparatus or an upper limit of number of game playing times. Examiner Moorthy also indicated the need to update his search once Applicants' response is received.

Claims Objections

The examiner asserts claim 1 is objected to due to the following informality: the claim term "limiting" is misspelled.

Applicants have amended claim 1 to correct the typographical error.

Applicants respectfully request the examiner withdraw the objection and find claim 1 is no longer objectionable.

Rejections Under 35 U.S.C. §103

The examiner asserts claims 1-5, 9-12, 18 and 22 are rejected under 35 U.S.C. §103(a) as being unpatentable over U.S.P.N. 5,761,651 to Hasebe et al. ("Hasebe") in view of U.S.P.N. 6,558,259 to Maruyama et al. ("Maruyama"). Applicants traverse the rejection.

Hasebe does not teach defining the utilization amount according to the number of sales of

a game or the number of times a game is played. Hasebe limits its teachings to the amount of time, e.g., 30, 60, 90 days, a game may be used to define the utilization (or utilizable) amount (See Abstract; col. 3, ll. 11-15; and, col. 10, ll. 32-37). Hasebe does not teach the game apparatus taught therein ceases to function once either the intended user plays the game a specified number of times or the number of sales of the game reaches the prescribed upper limit. Hasebe strictly limits its teachings to the amount of time, e.g., 30, 60, 90 days, a game may be used to define the utilization (or utilizable) amount.

The Examiner asserts Maruyama teaches a game is terminated when a play time reaches a given time limit (col. 3, ll. 41-60). The Examiner believes these teachings read on the claim term "operation limiting information" recited in Applicants' independent claims. First, the Examiner has acknowledged Hasebe does not teach the "operation limiting information" recited in Applicants' independent claims. Second, after reviewing Maruyama, we do not agree with the Examiner's characterization of Maruyama's teachings. Maruyama teaches the termination of a game when the time limit or specific number of laps reaches a game termination number. In the alternative, the termination of the game may occur when at least one lap number, life, a play time, player's vehicle(s), game points and game stage(s) reaches the game termination number (col. 10, ll. 28-40). None of the termination criteria of Maruyama are based upon an upper limit of sales of the game apparatus or an upper limit of number of game playing times. For instance, none of the termination criteria are related to the sale of the game. In addition, all of the termination criteria reflect a single game playing time, not multiple game playing times. Consequently, Applicants do not believe the combined teachings of Hasebe and Maruyama teach or suggest each and every claim element of Applicants' independent claims.

In the alternative, the examiner asserted during the aforementioned telephone interview that feeding quarters into the game taught by Maruyama can be construed as permitting "multiple game playing times". Applicants disagree with the examiner. First, depositing money into Maruyama's game does not constitute an upper limit of number of sales of the game apparatus as recited in Applicants' independent claims. The examiner overlooks this condition precedent. Second, even if depositing money could be construed as reading on the term "multiple game playing times", Applicants contend a user has no ownership rights to the game taught by Maruyama as opposed to the apparatus recited in Applicants' claims. Applicants contend users

receive a license when taking possession of the claimed apparatus recited in Applicants' claims. Maruyama does not teach or suggest granting a license to the user of its game, and thus there is no connection between license condition information and either an upper limit of the number of sales of the game apparatus or an upper limit to the number of game playing times. Applicants contend that lack of teaching and suggestion prevents one of ordinary skill in the art from finding the requisite motivation to alter the teachings of Hasebe and teach each and every claim element recited in Applicants' claims.

For at least these reasons, Applicants contend claims 1-5, 9-12, 18 and 22 are patentable over and not obvious in light of the combined teachings of Hasebe in view of Maruyama.

In light of the foregoing, Applicants respectfully request the examiner withdraw the rejection under 35 U.S.C. §103(a) and find claims 1-5, 9-12, 18 and 22 are allowable.

The examiner asserts claim 7 is rejected under 35 U.S.C. §103(a) as being unpatentable over U.S.P.N. 5,761,651 to Hasebe et al. ("Hasebe") as applied to claim 5 above, and further in view of U.S. Pat. Publ. No. 2005/0071272A1 to Yoshioka ("Yoshioka"). Applicants traverse the rejection.

Applicants' claim 7 is dependent upon independent claim 5.

The present rejection is framed with respect to the combined teachings of Hasebe and Yoshioka. Applicants believe this may be a typographical error on the Examiner's part. The examiner specifically relied upon the teachings of both Hasebe and Maruyama when framing the rejection of claim 5. Consequently, Applicants reiterate their remarks with respect to the teachings of Hasebe and Maruyama in the aforementioned discussion of the rejection of claims 1-5, 9-12, 18 and 22 under 35 U.S.C. §103(a).

Applicants disagree with the Examiner's interpretation of the teachings of Yoshioka. Yoshioka teaches the CD-ROM effective period and the content effective period stored in the goods master may be changed (reduced) in consideration of sales quantity of corresponding content even after starting the sales of the content (par. [0050]). Yoshioka explains later why the CD-ROM effective period and the content effective period may be reduced. The SD center may terminate the sales period of the content with stagnation in sales and the sales period of content

just before its version-up because of capable of changing (reducing) effective period recorded on the goods master irrespective of the effective period written to the CD-ROM (par. [0079]). Consequently, Applicants do not believe the combined teachings of Hasebe, Maruyama and Yoshioka teach or suggest each and every claim element of Applicants' independent claim 5 and dependent claim 7.

For at least these reasons, Applicants contend claim 7 is patentable and not obvious in light of the combined teachings of Hasebe and Maruyama in view of Yoshioka.

In light of the foregoing, Applicants respectfully request the examiner withdraw the rejection under 35 U.S.C. §103(a) and find claim 7 is patentable.

The examiner asserts claims 14-17 and 20 are rejected under 35 U.S.C. §103(a) as being unpatentable over U.S.P.N. 5,761,651 to Hasebe et al. ("Hasebe") in view of U.S.P.N. 5,982,887 to Hirotani ("Hirotani") and U.S.P.N. 6,558,259B1 to Maruyama et al. ("Maruyama"). Applicants traverse the rejection.

Applicants reiterate their remarks with respect to the teachings of Hasebe and Maruyama in the aforementioned discussion of the rejection of claims 1-5, 9-12, 18 and 22 under 35 U.S.C. §103(a). Although Applicants' remarks concern claims directed to an apparatus, Applicants remarks are equally applicable with respect to the failure of the combined teachings of Hasebe and Maruyama to teach or suggest each and every claim element recited in Applicants' method claims 14-17 and 20.

The examiner relies upon Hirotani to teach using a password that represents encrypted identification information of the game apparatus to be licensed. Hirotani generally teaches an encrypted program executing apparatus (See Abstract). In encrypting and decrypting information, Hirotani does not somehow condition the encryption and decryption of information upon operation limiting information as recited in Applicants' amended claims. The encryption and decryption of information as taught by Hirotani is predicated upon specific information of the apparatus and an identification information which is deviated from the specific information and is given to a legal user of the encrypted program being verified (col. 10, lines 15-23). Hirotani does not suggest or provide the requisite motivation to alter its teachings, or Hasebe's

teachings, and teach predicating its encryption/decryption method and apparatus upon operation limiting information as recited in Applicants' amended claims. With respect to Maruyama, Maruyama does not consider providing the game taught therein to a person for their own private use and enjoyment. Maruyama's game is not sold as an individual game console for personal/private use, thus there is no need to provide encryption/decryption information to prevent the game's unauthorized use. The user does not have the right to obtain a copy of the game for personal use and enjoyment so there is no need to consider providing encryption safeguards. Such teaching and suggestion is readily apparent as Maruyama does not discuss selling the game to individual users. Even if one of ordinary skill in the art agrees with the examiner's assertion that depositing quarters represents an upper limit of number of game playing times of the game apparatus, Maruyama still fails to disclose an upper limit of sales of the game as Maruyama does not sell the game to individual users. Moreover, Maruyama does not then consider offering a license to users, thus there is no license condition information provided as recited in Applicants' claims 14-17 and 20.

For at least these reasons, Applicants contend claim 14-17 and 20 are patentable and not obvious in light of the combined teachings of Hasebe and Hirotani in view of Maruyama.

In light of the foregoing, Applicants respectfully request the examiner withdraw the rejection under 35 U.S.C. §103(a) and find claims 14-17 and 20 are patentable.

CONCLUSION

In light of the foregoing, it is submitted that all of the claims as pending patentably define over the art of record and an early indication of same is respectfully requested.

An earnest and thorough attempt has been made by the undersigned to resolve the outstanding issues in this case and place same in condition for allowance. If the Examiner has any questions or feels that a telephone or personal interview would be helpful in resolving any outstanding issues which remain in this application after consideration of this amendment, the Examiner is courteously invited to telephone the undersigned and the same would be gratefully appreciated.

It is submitted that the claims as amended herein patentably define over the art relied on by the Examiner and early allowance of same is courteously solicited.

If any fees are required in connection with this case, it is respectfully requested that they be charged to Deposit Account No. 02-0184.

Respectfully submitted,

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